RECENT DECISIONS

ADMIRALTY—RESTRAINT OF PRINCES—WHAT CONSTITUTES.—The libelant shipped contraband on a Danish ship also carrying non-contraband goods, under a bill of lading containing the provision that "the carrier shall not be liable for loss or damage occasioned . . . by . . . restraint of princes." A British warship took the ship into a British port. In order not to delay delivery of the non-contraband goods, it was allowed to proceed on the claimant's promise to return the contraband. This being done, the cargo was condemned. In a libel against the ship for non-delivery, *held,* for the claimant. *Sulzberger & Sons Co.* v. *S. S. Hellig Olav* (D. C., S. D., N. Y. 1921) 66 N. Y. L. J. 394.

By "restraint of princes" is meant a divesting of the owner's control of a ship or cargo by the exercise of sovereign power by a sovereignty acting in its sovereign capacity. See *Bradlie et al.* v. *The Maryland Insurance Co.* (U. S. 1838) 12 Pet. 378, 402. But the unauthorized act of an official is not an act of the state. *Northern Pac. Ry.* v. *American Trading Co.* (1904) 195 U. S. 439, 25 Sup. Ct. 84. The restraint must be actual and not anticipated. *Atkinson* v. *Ritchie* (1809) 10 East 530. It is not necessary, however, that complete physical control should be exercised by the captor. *The Alexander* (U. S. 1814) 8 Cranch 169. This is the common law rule as well as that of admiralty. *Wilcocks et al.* v. *Union Ins. Co.* (Pa. 1809) 2 Binn. 574. It is thus sufficient if there has been a capture, a submission by the captured, and no act of abandonment. *The Alexander, supra.* In the principal case there was a valid capture and the contraband remained in the constructive possession of Great Britain as the claimant consented to and did act as her bailee. The court acted wisely, therefore, in disallowing the libelant's contention that, once having left England the claimant was no longer under "restraint of princes" and therefore obligated to deliver.

ATTORNEY—DISBARMENT—SOLICITATION OF BUSINESS.—An attorney solicited business for his collection agency by sending to 4500 former clients letters headed "Attorney and Counsellor at Law" and containing a list of offices in various states. He was not admitted to practice in two states where such offices were located and had been censured collaterally for such misleading letterheads in an action against him for misappropriation of funds. *Matter of Rowe Co.* (1920) 191 App. Div. 179, 181 N. Y. Supp. 87. Moreover, in a previous disciplinary proceeding he had been warned that a repetition of advertising addressed to the general public would not be tolerated. On appeal from an order of disbarment, *held,* three judges dissenting, affirmed. *In re Schwarz* (Ct. of App. 1921) 66 N. Y. L. J. 380.

Malpractice, fraud, deceit, crime, misdemeanor or conduct prejudicial to the administration of justice is generally sufficient ground for disbarment. N. Y. Cons. Laws (1909) c. 35, § 88. Advertising is prohibited only in relation to procuring divorces. *Ibid.* c. 40, § 120. Disbarment is to protect the public from untrustworthy and incompetent practitioners, and to maintain the honor and dignity of the profession. See *In re Thatcher* (C. C. & D. C. 1911) 190 Fed. 969, 976. The court's power is discretionary. *State* v. *Laughlin* (1881) 10 Mo. App. 1. The right to practice, however, is a substantial right not to be lightly taken away. See *In re Thatcher, supra,* 975. Therefore, rules of ethics which do not involve the distinction between natural right and wrong should not be too strictly applied against one who has sinned against good taste rather than good morals. Decisions have disclosed no precedent for disbarment for mere breach of professional etiquette